

A.D. 9.8, Furloughs - Prepared for signature 1/15/97 - effective 2/21/97

1. Policy. The Department may provide furlough opportunities to any eligible inmate consistent with public safety and sound correctional practices.
2. Authority and Reference.
  - A. Connecticut General Statutes, Sections 14-215(c), 14-227(a), 18-81 and 18-101a.
  - B. American Correctional Association, Standards for Adult Community Residential Services, Second Edition, August 1980, Standard 2-2168.
  - C. American Correctional Association, Standards for Adult Probation and Parole Field Services, Second Edition, March 1981, Standard 2-3169.
  - D. American Correctional Association, Standards for Adult Local Detention Facilities, Second Edition, April 1981, Standards 2-5380 and 2-5382.
  - E. American Correctional Association, Standards for Adult Correctional Institutions, Third Edition, January 1990, Standard 3-4392.
  - F. Administrative Directives 6.6, Reporting of Incidents; 7.5, Escapes; 9.5, Code of Penal Discipline; and 10.5, Public Service Work.
3. Definitions. For the purposes stated herein, the following definitions apply:
  - A. Community Program Furlough. The furlough of an inmate for an authorized purpose (e.g., employment interviews, school registration, transfer to a community program, court appearances, Alcoholics and Narcotics Anonymous meetings, speaking engagements and post-release planning), or to facilitate transfers between units.
  - B. Emergency Furlough. The furlough of an inmate for verified reasons of death or critical illness or injury of an immediate family member. Immediate family members only include spouse (including common-law), child (including adopted and step-children), parent (including adopted and step-parent or persons who acted in the capacity of parent), siblings and grandparents.
  - C. Furlough. A temporary custodial transfer of an inmate from incarcerative custody to community custody for an authorized purpose under the supervision of a verified community sponsor.
  - D. Home Visit Furlough. A furlough of an inmate to promote family and community support at an approved residence in the community.
  - E. Medical Furlough. The furlough of an inmate for ongoing health care.
  - F. Reentry Furlough. The furlough of an inmate to an approved residence in the community during the final portion of the sentence for the purpose of reintegration of the inmate into the \*community.
  - G. Terminal Illness Furlough. The furlough of an inmate, recommended by the unit physician when the death of the inmate is judged to be imminent.
4. Duration and Frequency of Furlough.
  - A. Home visit, community program and emergency furloughs may be authorized for up to 72 hours. Such furlough may be extended by the Unit Administrator for up to an additional 72 hours for an unforeseen legitimate extraordinary reason not anticipated at the beginning of the furlough. Such extensions shall be reported in writing with justification to the appropriate District Administrator by the following work day. Home visit furloughs for

eligible inmates incarcerated in a correctional facility may be authorized twice per month. Community program furloughs for such inmates shall not be restricted by frequency but shall be limited to the time required for such programs. Community program furloughs shall not be required for inmates in community release (Level 1).

- B. Medical and terminal illness furloughs may be authorized for up to 15 days and renewed as required.
- C. The frequency of furloughs for community release (Level 1) inmates shall be at the discretion of the director of the community program. Duration shall be in accordance with Section 4(A) above.
- D. A reentry furlough may be authorized for up to 15 days prior to a scheduled discharge from incarceration or a parole date established by the Board of Parole. Such furloughs may not be renewed and must be in compliance with Section 5 below.
- E. An inmate in a halfway house, on work release, on educational release or in an inpatient program may be allowed to participate in community release programming and a furlough shall not be required for such participation.

5. Eligibility. The following criteria shall be used to determine furlough eligibility:

- A. The inmate must be classified as Level 1 or 2.
- B. The inmate shall be free of Class A disciplinary infractions for 24 months, Class B disciplinary infractions for 12 months and Class C disciplinary infraction within a six (6) month period. An inmate found guilty of the Class A violation, Assault on a Department of Correction Employee, shall be ineligible for furloughs. Emergency, medical and terminal illness furloughs shall not be restricted by this criteria.
- C. The inmate must have a verified reason for the furlough and an approved residence/destination, transportation and sponsor.
- D. The inmate must have served a minimum of 30 days or forty percent (40%) of the estimated length of confinement, whichever is greater. Emergency, medical, terminal illness, reentry furloughs and community program furloughs to facilitate transfers to a community residence program shall not be restricted by this criteria.
- E. An inmate's eligibility for furlough shall be based on the maximum release date or firm Voted to Parole date and shall not be based on parole eligibility. An inmate who is denied parole shall not be considered for furlough until resubmitted and approved under Section 8(A).
- F. An inmate shall not be eligible for home visit, community program, reentry, emergency or terminal illness furloughs during the mandatory portion of a sentence for Driving While Intoxicated (C.G.S. 14-227(a) or driving under suspension offense that originally was related to Driving While Intoxicated (C.G.S. 14-215(c)).
- G. Inmates who are incarcerated in a Level 5 facility shall not be eligible for furlough.
- H. Inmates who are or have ever been incarcerated for conviction of a Level 4 offense shall not be eligible for a furlough, until voted to parole, or within 12 months of discharge.
- I. Pretrial inmates and sentenced inmates with cases pending for which bond has not been posted shall be ineligible for all furloughs except medical, terminal illness and emergency furloughs. The state's attorney assigned to the court in which the inmate has pending charges must be notified and approve the furlough prior to authorization.
- J. No inmate shall be entitled to participation in the furlough program. Discretion concerning the frequency, length of furlough and the conditions imposed on each furlough shall be consistent with this Directive and otherwise within the authority of the Unit

Administrator. Approval for a furlough carries no implied consent for subsequent furloughs.

6. Community Based Eligibility. A Level 1 inmate in a halfway house shall be eligible for consideration for furlough at the discretion of the director of the community program, and shall not be subject to Section 5 above except that Section 5(F) shall apply. An inmate participating in an inpatient program, work release or educational release who is denied parole shall not be subject to the 30 day restriction contained in Section 5(E) above.
7. Suitability Factors. The Unit Administrator shall consider the following factors when reviewing an inmate for furlough participation:
  - A. Public safety.
  - B. Criminal history, to include: severity and patterns of violence; sexual offenses; escape; institutional behavior; and Security Risk Group affiliation.
  - C. Program need or benefit to include: substance abuse; mental health status; and prior program participation/failure.
  - D. Public reaction.
  - E. Any record of victim concerns.
8. Application and Decision.
  - A. All initial furloughs and all furloughs subsequent to a parole denial, Section 5(E) shall require approval by the Commissioner or designee. Upon the direct recommendation of the Unit Administrator the initially recommended candidate's application and all appropriate information shall be forwarded to the Commissioner or designee for review and decision.
  - B. An eligible inmate may initiate a request for furlough to the Unit Administrator or designee by completing Inmate Request for Furlough, CN 9801, Attachment A.
  - C. The Unit Administrator or designee shall forward a copy of the Sponsor Information/Agreement, CN 9802, Attachment B, to the inmate's sponsor which the sponsor shall complete and return. The Unit Administrator shall complete Furlough Application and Processing, CN 9803, Attachment C and shall verify the completed Sponsor Information/Agreement, CN 9802, Attachment B which shall include: (1) reason for the furlough; (2) reliability of the transportation; (3) identity and residence of sponsor; (4) proposed furlough residence (which shall be with the sponsor); and (5) suitability of the sponsor to include: (a) no Department employee except family member; (b) no co-defendant; (c) no outstanding criminal sanction or criminal justice supervision except immediate family; (d) must be responsible and a positive influence; and (e) must sign furlough agreement and agree to notify facility of any violations.
  - D. Upon authorization from the Commissioner or designee, the Unit Administrator shall approve all initial furloughs through use of a Furlough Passbook, CN 9804, Attachment D, which shall be prepared for this purpose. The Unit Administrator's designee may approve subsequent furloughs. However, the Unit Administrator shall review the inmate's furlough history and approve the issuance of any second or subsequent Furlough Passbook to an inmate. Each reentry, medical and terminal illness furlough shall be approved by the Unit Administrator. The Furlough Passbook for any re-entry, medical and terminal illness furlough shall be maintained at the unit with a photocopy supplied to the inmate.
  - E. The Unit Administrator or designee may deny a furlough request. The reason for denial shall be stated in writing and delivered to the inmate. If a furlough is denied by the Unit Administrator's designee, the inmate may appeal the decision to the Unit Administrator.

- F. An inmate serving a sentence for a sex related offense or having a history of sexual related offenses other than prostitution must be approved by the Commissioner or designee for furlough participation.

9. Community Notification.

- A. Law Enforcement Agency Notification. The Unit Administrator or designee shall notify the local law enforcement authorities prior to an inmate's placement on furlough and document such notification.
- B. Victim Notification. Upon request, each unit shall provide written notification to the victim or victim's representative prior to an inmate's release on furlough. If an inmate fails to return from an authorized furlough, written notification shall be sent to the victim or the victim's representative.

10. Program Requirements.

- A. General. An inmate approved for furlough must agree in writing to the following conditions: (1) reside at the approved residence observing an 11:00 p.m. to 6:00 a.m. curfew; (2) remain within the town designated in the furlough approval; (3) obey all laws and avoid any person engaged in breaking the law; (4) report any contact with law enforcement agents while on furlough; (5) return to the assigned facility at the specified time or as ordered by an agent of the Department of Correction; (6) refrain from using alcohol or illegal drugs; (7) provide a urine specimen or submit to a breathalyzer test upon request; (8) refrain from introducing contraband upon return from furlough; (9) provide transportation for the furlough but not drive a motor vehicle unless approved by the Unit Administrator; (10) Not get married without the Unit Administrator's written approval; and (11) abide by any special conditions imposed on the furlough.
  - B. Compliance. An inmate approved for furlough shall comply with the conditions in Section 10(A) above. Failure to comply may result in disciplinary action and/or criminal prosecution.
  - C. Out-of-State Furlough. An inmate approved for an out-of-state furlough must waive extradition prior to each release on furlough.
  - D. Furlough Passbook. An inmate approved for furlough must carry a Furlough Passbook at all times while on furlough status. The Passbook shall be issued to the inmate prior to leaving the facility and shall be forfeited immediately upon return to the facility.
11. Escape/Late Return from Furlough. Any furloughed inmate who fails to return or notify the facility or halfway house within two (2) hours after the specified time shall be declared an escapee and referred for criminal prosecution in accordance with Administrative Directive 7.5, Escapes. Any failure to return on time shall result in disciplinary action in accordance with Administrative Directive 9.5, Code of Penal Discipline.
12. Forfeiture of Furlough Eligibility Due to Violation. An inmate who has violated any furlough provision(s) set forth in this Directive either by disciplinary or arrest conviction, shall forfeit eligibility for future furloughs. The appropriate unit shall investigate the situation and complete an incident report, in accordance with Administrative Directive 6.6, Reporting of Incidents. The Unit Administrator shall review the situation to determine if the inmate did violate any provision(s) of this Directive, and if transfer to a higher level security facility is necessary. Any responsible course of conduct demonstrated by the inmate in a late return to the facility may be considered.
13. Furlough Monitoring. All initial furlough inmates shall be monitored.

A random check of 25 percent (25%) of the inmates placed on subsequent furloughs shall be conducted by the authorizing unit. The Department staff member conducting the check shall ask relevant and pertinent questions to establish the identity of the inmate and compliance with curfew and program requirements in accordance with Section 10 of this Directive. Results of this monitoring shall be recorded in a log book designated for furlough monitoring.

14. Transition. An inmate who has successfully participated in the furlough program prior to the signature date of this Directive may continue participation subject to review by the Unit Administrator in consultation with the District Administrator. The Department of Correction shall meet essential compliance of this Directive within 60 days of the effective date.
15. Off Grounds Work Details. Off grounds work details consistent with Administrative Directive 10.5, Public Service Work, shall not be considered as furloughs.
16. Speaking Engagements/Escorted Functions. Unit Administrators shall be authorized to allow inmate participation in speaking engagements and other escorted functions as appropriate. Such engagements or functions shall be escorted by State, municipal or authorized contracted personnel and shall not be considered as furloughs.
17. Exceptions. Any exception to the procedures in this Administrative Directive shall require prior written approval from the Commissioner.

FURLOUGH AGREEMENT

If approved for furlough, I agree to:

1. reside at the approved residence observing an 11:00 p.m. to 6:00 a.m. curfew;
2. remain within the town designated in the furlough approval;
3. obey all laws and avoid any person engaged in breaking the law;
4. report any contact with law enforcement agents while on furlough;
5. return to the assigned facility at the specified time or as ordered by an agent of the Department of Correction;
6. refrain from using alcohol or illegal drugs;
7. provide a urine specimen or submit to a breathalyzer test upon request;
8. refrain from introducing contraband upon return from furlough;
9. provide transportation for the furlough, but not drive a motor vehicle unless approved by the Unit Administrator; and
10. not get married without the Unit Administrator's written approval;
11. not hold any paid employment without the written authorization of the Unit Administrator;
12. abide by any special conditions imposed on the furlough;

I understand failure to abide by these conditions may result in disciplinary action and/or criminal prosecution.

If approved for an out-of-state furlough, I hereby waive extradition to the State of Connecticut from any jurisdiction in or outside the United States where I may be found and also agree that I will not contest any effort by any jurisdiction to return me to the State of Connecticut.

Having read or had the above agreement read and explained to me, I understand and agree to faithfully observe this agreement.

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_

6/9/95